

FlowRider® Voluntary Acknowledgement of F	Risks, Release of L	iability and Indem	nity Agreement
Last Name	First Name		M.I
Address		City	State
Zip	Home Phone		
E-Mail Address Check to receive FlowRider information, news, and discounts by e-mail. RIDING ON THE FLOWRIDER® IS AN EXTREME SPORT AND HIGH IN PROXIMITY TO THE FLOWRIDER® MAY RESULT IN PHYSIC This document affects your legal rights. By writing your signature below, you acknowledge agree to be bound by all terms of this Rele	CAL OR MENTAL INJUI that you have read and un	RY, ILLNESS OR DISEASI inderstood the disclosures of	E, OR DEATH.
My signature acknowledges that I or the minor for whom I am a legal guardian (collectively retraction known as the FlowRider® or use a Flowboard™ (collectively referred to as the "Activ including but not limited to the FlowRider® (collectively referred to as the "Facilities"). In conside promise and covenant on behalf of myself, my heirs, assigns, personal representatives and estate MESA each of their lessors, parent companies, subsidiaries, related companies and business concemembers, intellectual property holders, agents, attomeys, servants and employees, past and present, ACKNOWLEDGEMENTS OF RISKS: I UNDERSTAND AND ACKNOWLEDGE manticipated risks that could result in PHYSICAL OR MENTAL INJURY, DEATH, ILLNE risks may result in claims against Releasees. However, I am making an informed choice to volunt benefit of the Activities outweigh the risks, which include but in no way are limited to: (1) The acts, omissions or negligence in any degree of Releasees, or their agents or employees; (2) b) dislocations, c) tom ligaments and tendons, d) sprains and strains, e) cuts to the head, body a	ities") and to use the facili- ration for the permission to e with WAVE LOCH, IN rms, past and present, and e and each of them (collective that the Activities in which SS OR DISEASE, OR DA arily accept such risks due to the risks inherent in the Ac-	ties at Rhodes Aquatic Cer participate in the Activities a C., AQUATIC DEVELOPI ach of them, as well as each rely, "Releasees") as follows: the I am about to voluntaril MAGE to me or my propert o the thrills, excitement and b	nter, 1860 S. Longmore, Mesa, Arizonal use the Facilities, I acknowledge, agree MENT GROUP, INC. and the CITY Of of their partners, trustees, directors, officers: ly engage bear certain known risks and ty. I understand and acknowledge those benefits of the Activities, and I agree that the lited to any injuries such as a) broken bones.
attractions; (3) latent or apparent defects or conditions of the Activities or the Facilities; (4) improbehavior of co-participants; (6) accidents or incidents in the Facilities, including but not limited to (7) first aid, emergency treatment or services rendered or failed to be rendered by Releasees, or their LUNDERSTAND AND ACKNOWLEDGE that the above list is not complete or exhaustive, and	accidents or incidents in war agents or employees.	et areas, such as pool decks, t	tiled, concrete or other wet surfaces; and/o
also result in injury, death, illness, disease, or damage to me or to my property. I FURTHER ACK disease or disablement which would or could potentially affect participation in the Activities or use am being afforded a non-exclusive right to use the attraction. Additionally, I acknowledge that Rel	NOWLEDGE that I am in of the Facilities. Further, I a	n good physical and mental h ncknowledge that I am not pu	ealth, and not suffering from any condition
VOLUNTARY ACCEPTANCE AND ASSUMPTION OF RISK AND RESPONSIBIL ACCEPT AND ASSUME ALL RESPONSIBILITIES, AND RISK FOR INJURY, DEATH, I the Activities or use of the Facilities.			
RELEASE AND INDEMNITY: I VOLUNTARILY RELEASE AND FOREVER DISCE- therewith, from any and all liability, claims, demands, actions or rights or action, which are relate Facilities, including, but specifically not limited to any and all negligence or fault of Releasees. will apply to all current and future participation in the Activities or use of the Facilities. I underst bringing any action at law, suit in equity, or other jurisdictional proceeding or making any claim for Activities or use of the Facilities.	d to, arise out of, or are in I UNDERSTAND THIS and that this RELEASE C	any way connected with the S IS A RELEASE OF LIAB DF LIABILITY will prevent	participation in the Activities or use of th ILITY THAT IS VALID FOREVER, and me, my child, my heirs or my estate from
I FURTHER AGREE, PROMISE AND COVENANT TO HOLD HARMLESS AND TO INITees, or any other costs incurred in connection with claims for mental or bodily injury, was Such indemnity and defense obligation shall further extend to any claim, loss or lawsuit which or other third parties in the course of my participation in the Activities.	ongful death or property	damage that may be filed	by me, my child, my heirs or my estate
AUDIO AND PHOTOGRAPHIC IMAGE RELEASE: I agree to a blanket release of all of Activities and I hereby grant to Releasees the right to use my audio video, and photographic image advertising, marketing, trade or commercial purposes, without reimbursement of any kind due to make the commercial purposes.	ges in perpetuity (no matter	r by whom taken or recorded	
ENTIRE AGREEMENT, SEVERABILITY AND VENUE: I understand that this is the entiany way by the representations or statements of Releasees or any employee or agent of Releasees, or is found to be invalid, the balance of the contract will remain in effect and will be valid and enforce or alternatively, in a court of competent jurisdiction in the State of Arizona. Any disputes will be suited to the contract will be suited and enforced or alternatively.	or by the undersigned. I undersigned. I undersigned. I agree that any action bject to and determined undersigned.	derstand and agree that this A n will be brought in a court ir der the laws of the State of Ar	greement is severable and that if any claus n the County of Maricopa, State of Arizon
I have read this entire document, understand it Participant's Legal Name (please print):	1 2 0	bound by its terms.	
Participant's Signature:			

(If Participant is a minor) Legal Guardian Name:_ (If Participant is a minor) Legal Guardian Signature:_

Date:



AFFIDAVIT OF PARENT OR LEGAL GUARDIAN

I, the undersigned, declare that I am the parent of, or the legal guardian of, the below named minor, and have the capacity to execute documents on behalf of such minor. I understand that as a condition to participate in sheet wave surfing on the FlowRider® the parent or legal guardian of the minor participant must sign certain legal documents, including but not limited to Acknowledgements of Risks, Releases, and Indemnity Agreements. I am signing those documents, freely, without any fraud or duress and acknowledge that I have read and understand the same.

In the event that it is determined that I am not the parent or legal guardian of the minor, or did not have the legal capacity to execute the documents on behalf of said minor, then I agree to defend and indemnify: WAVE LOCH, INC., AQUATIC DEVELOPMENT GROUP, INC. and the CITY OF MESA each of their lessors, parent companies, subsidiaries, related companies and business concerns, past and present, and each of them, as well as each of their partners, trustees, directors, officers, members, intellectual property holders, agents, attorneys, servants and employees, past and present, and each of them, if any litigation is instituted, as a result of any injury or death or claim for damage arising out of, relating to, or in any way connected with, minor's participation in sheet wave surfing o the or FlowRider® or use of the Facilities. I understand that this indemnity provision is in addition to (and not in lieu of) any other indemnity provision found in this document.

Participant's Legal Name (please print):	
Legal Guardian Name:	
Legal Guardian Signature:	Date: